

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER WB1GYE3133-0001		PAGE 1 OF 21	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DAMT01-03-T-0089	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME MELVIN LAMAR		b. TELEPHONE NUMBER (No Collect Calls) 703-428-2053		6. SOLICITATION ISSUE DATE 18-Aug-2003	
9. ISSUED BY MILITARY TRAFFIC MANAGEMENT COMMAND MTAQ-T TERMINAL & TRANS. RELATED SVCS DI ALEXANDRIA VA 22332-5000 TEL: 730-428-3304 FAX: 703-428-3361		CODE DAMT01		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO DCS FOR PERSONNEL AND LOGISTICS MICHAEL MCCAULEY MILITARY TRAFFIC MGT CMD 200 STOVALL STREET (703-428-2753) ALEXANDRIA VA 22332-5000 TEL: 703-428-2753 FAX: 703-428-3358		CODE WB1GYE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EXAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		40. PAID BY			
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YYMMDD)			
				42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Provide IV&V Testing Support FFP The objective of this task is to provide critical support services required to perform independent verification and validation (IV&V) for CAB. IAW Statement of Work. PURCHASE REQUEST NUMBER: W81GYE3133-9001	6	Months		
NET AMT					

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2003 TO 29-FEB-2004	N/A	DCS FOR PERSONNEL AND LOGISTICS MICHAEL MCCAULEY MILITARY TRAFFIC MGT CMD 200 STOVALL STREET [703-428-2753] ALEXANDRIA VA 22332-5000 703-428-2753 FOB: Destination	W81GYE

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JUL 2003
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

See Addendum 1 to FAR 52.212-2

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country,

Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X

___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X

___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

- X
___ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
X
___ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
X
___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
X
___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I (MAY 2002) of 52.225-3.
- ___ (iii) Alternate II (MAY 2002) of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
X
___ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
X
___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

SOW

STATEMENT OF WORK for CARGO AND BILLING SYSTEM (CAB) INDEPENDENT VERIFICATION AND VALIDATION SUPPORT SERVICES

1.0 Scope. Independent Verification and Validation of software for the Cargo and Billing System (CAB).

1.1 Background.

CAB supports MTMC's non-core cargo handling and payment billing functions. In conjunction with the Transportation Financial Management System – MTMC (TFMS-M), the CAB system enables MTMC to accurately bill Defense Transportation System (DTS) customers and pay commercial transportation providers for services rendered in the movement of Department of Defense (DoD) surface cargo. CAB uses a relational database structure to store the reference and transactional data necessary for operation.

CAB supports MTMC's non-core financial business functions that address DTS cargo movement, via ocean carrier and cargo handling by DoD Stevedore and POV Contractors, who have remote access to CAB. CAB includes interfaces with TFMS-M, the Worldwide Port System (WPS), and other DoD/MTMC systems identified during on-going analysis and development. In addition, CAB supports commercial industry interfaces with DoD contractors, web-based communications, and Electronic Commerce / Electronic Data Interchange (EC/EDI).

CAB has been developed on Dell NT and UNIX platforms using Oracle 8 RDBMS, which provides the software tools for managing, maintaining, and analyzing data. All forms, reports, and other database access tools interface with the Oracle RDBMS via Structured Query Language (SQL). This RDBMS allows multiple users to access the CAB database concurrently.

Data is entered into the database via Graphical User Interface (GUI) forms designed using Visual Interdev, generated for the client/server environment. The Web forms interface with the Oracle 8 database and are designed and developed using state-of-the-art COTS Web development products. CAB imports data from interfacing systems using generic scripts developed in PL/SQL. Data is retrieved from the system via reports displayed in the Internet browser that can then be printed. CAB has implemented a COTS report package (COGNOS) to satisfy the Ad-hoc Query and Reporting requirements.

1.2 Objectives. The objective of this task is to provide critical support services required to perform independent verification and validation (IV&V) for CAB.

2.0 Risk Management and Applicable Requirements Documents. The documents listed in Section 5.0 form a part of this specification to the extent indicated within this specification. Such referenced materials, or their subparts, are designated as either mandatory (M) or advisory (A). The Contractor shall comply with those designated as mandatory only to the extent sections of or the entire document are called out within other sections of this SOW. Those designated as advisory are provided for information and guidance purposes only and their usage is not obligatory.

2.1 Ultimately the Contractor and its personnel are responsible for performance of the requirements of this Task Order in accordance with the requirements of the laws of the United States of America, just as the Government and its personnel would be if they were performing the efforts of this Task Order. Notwithstanding any language in this Task Order to the contrary, failure of the Government to specifically identify a particular document or part

thereof as mandatory does not relieve the Contractor or the Government from compliance with law in performance of this Task Order. Risk is to be managed by the Contractor and the Government as each performs their respective responsibilities subject to applicable oversight and approval requirements for their decisions. Where Task Order requirements are based on policy, the Contractor and the Government shall each work to achieve an acceptable balance between change, compliance and risk.

2.2 When reissues, supplements, or amendments to mandatory requirements documents or new mandatory requirements documents are issued throughout the life of the contract, they shall be considered effective and binding at the same time they are binding on Government operations. The Contractor shall promptly notify the PCO in writing of such changes. Upon identification of any change to or new mandatory requirements documents that results in an increase or a decrease in Task Order price, the Contractor shall promptly notify the PCO of the change and submit a proposal to the PCO, within 30 days of receipt of the change. The proposal shall contain detailed information that includes, as a minimum, comments on the affect on labor, performance, and schedule and a proposed cost growth or reduction estimate. The change will be negotiated under the provisions of the contract clause entitled “Changes”.

3.0 Requirements.

The contractor will provide all personnel, technical and functional activities support at the level needed to fulfill the program management requirements of this SOW (except as furnished by the Government), employing productivity and management methods such as quality assurance, configuration management, work breakdown structure, and human engineering. The contractor shall:

(1) Establish and use controls that prevent the manipulation and abuse of man-hour and work codes in performing and delivering products associated with this SOW and existing/future task memorandums.

(2) Consider special events, occurrences or situations such as contractor personnel leave and government holidays, exercises and contingencies when planning contractor resources required to support CAB software testing in order to preclude resource shortfalls or scheduling crises.

(3) Prepare and deliver a Monthly Progress Status and Management Report before the 5th working day of each month. This Report will:

Summarize major work efforts accomplished during the period, and planned activities for the next period.

Identify problem areas and recommended solutions.

3.1 Independent Verification and Validation (IV&V) Services. The contractor will perform Independent Verification and Validation testing of all CAB modules, applications, and programs.

3.1.1 Software Qualification Tests. The contractor will conduct all Software Qualification Tests (SQT) and provide any on-site technical assistance required during each test. Additionally, the contractor will develop the SQT Test Plan and Test Condition Requirements and Data Sets with associated test data and will document test results and discrepancies. The Discrepancy Report will be submitted to the TM for corrective actions. When validating software corrections resulting from the SQT, the contractor will use the associated test files/data that identified the original problem. The contractor will prepare an SQT Test Report upon conclusion of the test(s). For estimation purposes, the contractor shall assume:

(1) Approximately 175 software changes for new or enhanced functionality pre-tested by the CAB Software Developer before release for SQT.

(2) Approximately 20% of the software changes are minor or cosmetic in scope requiring minimal time to test and confirm results.

(3) Changes will be packaged as a minimum of 3 releases but will be made available for SQT as soon as the changes are released by the developer.

3.1.2 Software Acceptance Tests. The contractor will conduct all Software Acceptance Tests (SAT) in coordination with the CAB Functional and Technical Program Managers and test community. The contractor will provide the SAT test plan and test condition requirements with associated test data and provide on-site technical assistance during each test. The contractor will document problems identified during testing via a Discrepancy Report. The contractor will coordinate the Discrepancy Report with the TM for corrective action and will then track the status of corrections until acceptance upon retesting. When validating software corrections resulting from the SAT, the contractor will use the associated test files/data that identified the original problem. For estimation purposes, the contractor shall assume the SATs are based on the SQT results.

3.1.3 Financial Compliancy Testing. Financial compliancy testing is government required testing in support of Federal Financial Regulations (JFMP-SR-02-01 and JFMP-SR-02-02) and will test specific financial criteria within CAB. The contractor shall prepare all required documentation (test plan, requirements document, test scripts, Discrepancy & Test Reports) and will participate, in coordination with the CAB Functional and Technical PMOs, test community, and Auditing Agency, in Financial Compliancy Testing. For estimation purposes, the contractor shall assume:

- (1) Approximately 150-200 Financial Compliancy requirements must be scripted and tested.
- (2) Approximately 20% or more of the test scenarios will be able to satisfy multiple requirements.
- (3) All requirement, scenario, and pre-test documentation will be reviewed and confirmed prior to the test audit.

3.2 Meetings and CAB Configuration Control Board (CCB) Participation. The contractor will attend meetings, design/user reviews, and CAB CCB meetings as requested by the government for insight to functional software requirements, future change packages, etc. For estimation purposes, the contractor shall assume 2-3 meetings per week, 1 hr in duration each. All meetings will be held at HQMTMC, 200 Stovall Street, Alexandria, VA.

4.0 Deliverable Schedule Summary:

Title	Applicable SOW Task	Delivery Schedule
Monthly Contractor Progress Status and Management Report	3.0	NLT 5th Work Day of the Following Month
SQT Test Plan	3.1.1	NLT 10 work days prior to scheduled test start
SQT Test Condition Requirements and Data Sets	3.1.1	NLT 10 work days prior to scheduled test start
SQT Discrepancy Report	3.1.1	As required
SQT Test Report	3.1.1	NLT 10 work days following conclusion of SQT
SAT Test Plan	3.1.2	NLT 10 work days prior to scheduled test start
SAT Test Condition Requirements and Data Sets	3.1.2	NLT 10 work days prior to scheduled test start
SAT Discrepancy Report	3.1.2	As required
SAT Test Report	3.1.2	NLT 10 work days following conclusion of SAT
Financial Compliancy Test Plan	3.1.3	NLT 45 work days prior to scheduled test start
Financial Compliancy Test Condition Requirements and Test Scripts	3.1.3	NLT 45 work days prior to scheduled test start

Financial Compliancy Discrepancy Reports	3.1.3	As required
Financial Compliancy Test Report	3.1.3	NLT 10 work days following conclusion of Test

4.1 The contractor will provide all deliverables and other project related products, reports, etc., as an electronic file e-mail attachment whenever possible. The contractor will generate all document deliverables in standard MTMC office automation software products. If the contractor determines that it would be more beneficial to CAB to use non-standard MTMC office automation software to generate any of the required deliverables, the contractor must notify and receive approval from the TM. One (1) hardcopy with two (2) soft copies on medium approved by the TM will either be hand delivered or mailed by certified mail to the TM. All software, documentation, training literature, and any other deliverables described in this SOW will be wholly owned by MTMC.

5.0 Policy and Guidance Documentation. The contractor will use the most current release of the following policy and guidance documents during the review of CAB software and documentation. Website information is provided.

DOD Publications:

<http://www.dtic.mil/whs/directives/>

- (A) Institute of Electrical and Electronics Engineers (IEEE)/Electronics Industries Association (EIA) Standard, IEEE/EIA 12207, "Information Technology – Software Life Cycle Process."
- (A) Defense Information Infrastructure (DII) Common Operating Environment (COE) policy and guidelines.
- (A) DoD-STD-2168, Defense System Software Quality Program, 29 April 1988.
- (A) DoD-STD-8120.2-M (Draft), Automated Information System Life-Cycle Management Manual, May 1995.
- (A) DOD Directive 5200.28, Security Requirements for Automated Information Systems (AIS).
- (A) DOD Defense Traffic Management Regulation, July 1986.
- (A) DOD Financial Regulations

Army Publications:

<http://www.usapa.army.mil/>

- (A) Economic Analysis Manual, U.S. Army Cost and Economic Analysis Center, July 1995.
- (A) DA Pamphlet 73-1, Test and Evaluation Guidelines, 16 October 1992.
- (A) U.S. Army Information Systems Engineering Command (USAISEC) Regulation 702-2, Preparation of Documentation for Test and Evaluation of Information Systems, 19 July 1990.
- (A) Joint Technical Architecture and Joint Technical Architecture-Army
- (A) HQDA Financial Regulations

Joint Financial Guidance:

<http://www.jfmip.gov/jfmip>

- (M) Joint Financial Management Improvement Program (JFMIP) regulations and guidelines for Financial Management System Requirements & Compliancy Testing

6.0 Place of Performance. : The contractor will perform work on this delivery order at the government site (currently 200 Stovall St., Alexandria, VA 22332). Travel cost is not authorized.

7.0 Parking. The Hoffman facility does charge a monthly parking fee. The Government will not reimburse parking fees.

8.0 Work Hours. Work hours shall be consistent with Government personnel duty hours, generally 7:30 a.m. until 4:30 p.m., Monday through Friday. If either flextime or a compressed work schedule is in effect, work hours shall correspond with Government personnel duty hours. Contractor is to abide by all Federal holidays.

9.0 Security. The contractor will provide verification of clearance for each individual to MTMC's Information Security Office and the TM in order to obtain access badges to the Hoffman II complex. Contractor personnel will

be required to undergo government security background checks. If negative findings result from security background checks, associated contractor personnel will be denied the ability to work in support of this SOW.

10.0 Government Furnished Equipment (GFE)/Government Furnished Information (GFI). MTMC will provide office space; government owned equipment (GOE) and COTS software necessary for the successful completion of this SOW.

11.0 Inspection and Acceptance Criteria. MTMC will require up to ten (10) working days from receipt of all draft deliverables for review and comment/acceptance. At the end of the 10 days, MTMC will issue notice to proceed to a final document or provide comments for revision. Acceptance will be based upon the deliverables meeting technical content, workmanship, and relevance to stated tasks. Comments from MTMC for improvement/revisions to deliverables will be provided in writing.

12.0 Personnel. Contractor shall ensure that the required level of expertise is applied to this effort. Upon request the TM will be provided with the resumes and/or biographical sketches of any contractor personnel associated with this effort. Assignment of new contractor personnel shall be at the same or higher experience level. At no additional expense to the government, the contractor will ensure that personnel assigned will remain current in the technical skills required to complete the requirements outlined herein.

13.0 Period of Performance. The contractor shall complete all work under this contract to include the delivery of all requirements, as applicable, within 6 months of date of award.

ADDENDUM 1 TO 52.212-2

I. SUMMARY:

This procurement is for Independent Verification and Validation Support Services for the Cargo and Billing System (CAB). The award will be a fixed price contract. The period of performance is 6 months from the date of award. The following criteria will be used to evaluate the written technical approach and price proposals. Selection will be based upon the best value to the Government. It is the Government's intent to award without discussions. If discussions are required the Government will document the file and identify the most highly rated proposals for the competitive range.

II. EVALUATION FACTORS:

1. Relevant Experience
2. Past Performance
3. Management Approach
4. Price

III. RELATIVE ORDER OF IMPORTANCE OF EVALUATION FACTORS:

All evaluation factors will be adjectivally rated. Relevant Experience is more important than Past Performance. Past performance is more important than Management Approach. Management Approach is more important than Price. When combined, all non-priced factors are significantly more important than price. However, when all of the most highly rated proposals are equal technically, price will be the controlling factor.

IV. BASIS FOR AWARD:

An award will be made to the responsible offeror whose proposal conforms to the solicitation requirements and presents the BEST VALUE to the Government as determined by the evaluation criteria described herein. BEST VALUE will be based on an integrated assessment by the source selection authority of the results of the evaluation of all areas and factors set forth herein with due consideration to the relative order of importance. Accordingly, the Government may award any resulting contract to other than the offeror proposing the lowest price or other than the offeror achieving the highest adjectival rating. The Government does reserve the right of such flexibility in evaluation to ensure award of a contract in its best interest.

V. INSTRUCTION OF OFFERORS:

The following information was provided to potential bidders as part of the solicitation.

Factor 1: Relevant experience: The volume shall be organized, not to exceed 10 pages, and tabbed as follows: the cover and table of contents. The offeror shall demonstrate prior experience in the following areas (information must be provided on each area): a) Experience with computer software Independent Verification and Validation (IV&V) test procedures, processes, tools and documentation; b) Knowledge and understanding of DoD and software configuration management procedures and documentation, to include the use of automated tools to record, analyze and report problem reports and Engineering Change Proposals; c) Knowledge and understanding of software engineering procedures, tools, analytical procedures and documentation; d) Experience with transportation and financial functional requirements and business processes (salient characteristics include: reconciliation and billing process, cargo movement and booking process, and transportation/financial data modeling). The offeror shall also provide sufficient information to assess its level of experience/expertise of work experience from other projects that are relevant to the tasks outlines in Section C of the Solicitation.

Factor 2: Past Performance: The volume shall be organized, not to exceed 6 pages, and tabbed as follows: the cover and table of contents. It will be assigned an adjectival rating of low, moderate, or high risk with appropriate rationale. Each offeror is requested to submit information on at least 5 contracts (either Government or commercial) within the past 3 years to substantiate its past performance of similar work – magnitude, complexity and cost. Information must include: Contract/Project Number, Agency with whom the contract is with, point of contact with telephone and fax numbers (e-mail if available), date of award, duration of contract, type of contract, dollar value, dollar value of price overruns or under runs, and extensions to performance periods. Past performance information will be considered for offeror, employees key to the success of the procurement, and major subcontractors (responsible for 15% or more of the work).

Note: Offerors are reminded that both independent data and data provided by offerors in their proposals may be used to evaluate past performance. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty of search for data to cure problems it finds in proposals. **THE BURDEN OF PROVIDING THOROUGH AND COMPLETE PAST PERFORMANCE INFORMATION REMAINS WITH THE OFFERORS.**

Factor 3: Management Approach: The volume shall be organized, not to exceed 10 pages, and tabbed as follows: the cover and table of contents with cross reference to tasks in Section C of the Solicitation, as appropriate.

a. The offeror's proposed management approach shall clearly demonstrate a thorough understanding of the requirements contained within the PWS. The offeror shall provide a proposed matrix that demonstrates that it possesses the capability to manage and staff to perform the tasks outlined in Section C of the Solicitation. The offeror shall also provide an un-priced matrix that includes labor category/skill level, quantity of persons at each skill level and quantity of labor hours for the period of performance. Offerors must include the skills of all personnel whose technical expertise is critical to the success of the procurement effort. The offeror shall provide its proposed quality control measures that demonstrate established procedures that will adequately recognize substandard performance, document corrective actions, identify techniques for controlling prices and manage subcontracts.

Factor 4: Price: The price data shall be in a separate volume and shall consist of the following:

- a. Provide a price summary rollup. Offeror shall identify labor category with number of personnel by skill level in parenthesis, number of labor hours, labor rates (rates are to be composite, i.e., include applicable indirect burden costs, e.g., fringe, insurance, etc), subcontract cost and other direct costs.
- b. The price proposal shall contain only the information requested in this section and not be used as an extension of the management proposal.

VI. EVALUATION APPROACH:

Selection of the successful offeror will be made based upon the evaluation criteria stated below:

A. RELEVANT EXPERIENCE. The Government will evaluate the extent at which the offeror can demonstrate prior experience in the following areas (information must be provided on each area): a) Experience with computer software Independent Verification and Validation (IV&V) test procedures, processes, tools and documentation; b) Knowledge and understanding of DoD and software configuration management procedures and documentation, to include the use of automated tools to record, analyze and report problem reports and Engineering Change Proposals; c) Knowledge and understanding of software engineering procedures, tools, analytical procedures and documentation; d) Experience with transportation and financial functional requirements and business processes.

B. PAST PERFORMANCE.

- (1) The Government will conduct a performance risk assessment based upon the quality of the offeror's past performance as well as that of its proposed major subcontractors, as it relates to the

probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the past performance of the offeror and its proposed subcontractors such as cost, schedule, and performance, including the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractors history for reasonable and cooperative commitment to customer satisfaction; and generally, the contractors businesslike concern for the interests of its customers.

(2) A significant achievement or problem in any element of the work can become an important consideration in source selection. A negative finding under any element may result in an overall high performance risk rating. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions.

(3) Offerors should be cautioned that in conducting the performance risk assessment, the Government may use data provided by the offeror in its proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to **provide thorough and complete past performance information.**

(4) Each performance risk assessment will consider the number and severity of problems, the effectiveness of corrective actions taken, and the overall work record. The assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts, but rather the product of subjective judgment of the evaluation team after it considers all available, information. The following are the definitions of performance risk:

(i) High Performance Risk: Based on the offeror's performance record, or lack of related experience on which past performance may be measured, significant doubt exists that the offeror will successfully perform the required effort within the estimated cost and schedule.

(ii) Moderate Performance Risk: Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort within the estimated cost and schedule.

(iii) Low Performance Risk: Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort within the estimated cost and schedule.

C. MANAGEMENT APPROACH.

Management Approach: The Government will evaluate the offeror's proposed management approach to ensure that it clearly demonstrates a thorough understanding of the requirements contained within the PWS. The Government will evaluate the proposed personnel matrix to determine if sufficient resources exist that, demonstrate that the offeror possesses the capability to manage and staff in order to perform the tasks outlined in Section C of the Solicitation. The offeror will also be evaluated on the extent to which the offeror's un-priced personnel matrix includes the right mix of labor category/skill level, quantity of persons at each skill level and quantity of labor hours. Offerors must include the resumes of personnel whose technical expertise is critical to the success of the procurement effort. The Government will evaluate the proposed quality control measures to determine if established procedures will adequately recognize substandard performance, document corrective actions, and/or manage subcontracts if applicable.

D. PRICE.

Price proposals will be analyzed for reasonableness and completeness. Price proposals will be evaluated for price realism which may include a comparison of the offeror's proposed prices (including the required additional price information) to those of other offerors and to prices paid under the same or similar contracts. A price proposal found to be unrealistically low may reflect a lack of understanding of requirements. The Government may use the price realism analysis as part of its evaluation of management approach and/or its responsibility determination.